

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

1009 Clinton Properties, LLC

(b) County of Residence of First Listed Plaintiff Montgomery
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Mario Barnabei, Esquire - Wheeler, DiUlio & Barnabei, PC
One Penn Center, Suite 1270, 1617 JFK Boulevard
Philadelphia, PA 19103 - (215) 568-2900

DEFENDANTS

State Farm Fire and Casualty Company

County of Residence of First Listed Defendant McLean, IL
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Yolanda Konopacka DeSipio, Esquire, 960 Harvest Drive, Building B,
Suite 100, Blue Bell, PA 19422; (267) 654-1116

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332, 1441 & 1446
Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
75,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
12/07/2018

SIGNATURE OF ATTORNEY OF RECORD

Yolanda K. DeSipio

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Print

Save As

Reset

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 100 Aaron Way, North Wales, PA 19454

Address of Defendant: One State Farm Plaza, Bloomington, IL 61701-0001

Place of Accident, Incident or Transaction: 1428 S. Vodges Street, Philadelphia, PA 19143

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.DATE: 12/07/2018Yolanda D. Desjardis
Attorney-at-Law / Pro Se Plaintiff62170

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases
- (Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases
- (Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:☐ Relief other than monetary damages is sought.DATE: _____
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

1009 CLINTON PROPERTIES, LLC	:	
	:	CIVIL ACTION NO.
vs.	:	
	:	
STATE FARM FIRE AND CASUALTY	:	
COMPANY	:	JURY TRIAL OF 12 DEMANDED

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

12/07/18

Date

Yolanda Konopacka DeSipio
Yolanda Konopacka DeSipio

Attorney-at-law (Attorney for Defendant)

267-654-1116

Telephone

267-654-1122

FAX Number

desipio@bbs-law.com

E-Mail Address

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

1009 CLINTON PROPERTIES, LLC	:	
	:	CIVIL ACTION NO.
vs.	:	
	:	
STATE FARM FIRE AND CASUALTY	:	
COMPANY	:	JURY TRIAL OF 12 DEMANDED

**NOTICE FOR REMOVAL OF CIVIL ACTION
FROM STATE COURT**

AND NOW, comes defendant, State Farm Fire and Casualty Company (hereinafter “Defendant” or “Defendant State Farm”) for the purpose only of removing the case to the United States District Court for the Eastern District of Pennsylvania and respectfully avers as follows:

1. This is a civil action filed and now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, November Term, 2018, Docket No. 1168.
2. Said action was commenced by the filing of a Civil Action Complaint on November 9, 2018. A copy of plaintiff’s Complaint is attached hereto and marked as Exhibit “1”.
3. The averments made herein are true and correct with respect to the date on which suit was commenced and the date upon which this notice is being filed.
4. This suit is of a civil nature and involves a controversy between citizens of different states. Plaintiff is a citizen of the Commonwealth of Pennsylvania. Defendant State Farm is now, and was at the time plaintiff commenced this action and filed the Complaint, a corporation organized under the laws of the State of Illinois and with its principal place of business at One State Farm Plaza, Bloomington, Illinois.
5. Defendant State Farm Fire has with the filing of this notice, given written notice to plaintiff’s counsel.

6. Defendant State Farm is also filing a copy of the instant notice of removal and all attachments thereto with the Prothonotary of the Court of Common Pleas of Philadelphia County.

7. Defendant seeks to remove this matter to the United States District Court for the Eastern District of Pennsylvania. Defendant asserts that the amount in controversy in this matter exceeds \$75,000 based on plaintiff's Complaint. As the moving party, defendant bears the burden of proving that jurisdiction is proper in federal court. Russ vs. State Farm Mut. Auto. Ins. Co., 961 F.Supp. 808, 810 (E.D. Pa. 1997).

8. In determining whether the jurisdictional amount has been satisfied, the Court must first look at the Complaint. Angus vs. Shiley, Inc., 989 F.2d 142, 145 (3rd Circ. 1993).

9. The Complaint asserts two causes of action against Defendant: (1) Breach of Contract (Count I); and (2) Statutory Bad Faith pursuant to 42 Pa.C.S.A. § 8371.

10. The underlying lawsuit as alleged in the Complaint arises out of Defendant's handling and investigation of an alleged loss at plaintiff's property located at 1426 S. Vodges St., Philadelphia, PA 19143-5304, allegedly resulting in damage to the property. See Exhibit "1"

11. The Complaint alleges building repair damages from the subject incident totaling \$90,374.19. See Exhibit "1", at ¶ 4, and Exhibit "B" attached thereto (repair estimate by Property Loss Advisors). Defendant inspected the subject property, obtained information and documents from plaintiff/plaintiff's public adjuster, and fully investigated the claim. Based on its investigation, Defendant determined that there was no coverage for the subject incident and that the subject incident was expressly excluded from coverage under the terms, conditions and exclusions of the subject policy of insurance. Accordingly, the contractual amount in controversy between the parties for building damages is presently approximately \$90,374.19.

12. Further, in Count II of the Complaint, for bad faith pursuant to 42 Pa. C.S.A. §8371, in addition to compensatory and/or consequential damages, plaintiff seeks *inter alia* punitive damages, attorney's fees, costs and statutory interest. See Exhibit "1", at Count II, ¶ 16.

13. Whether both actual and punitive damages are recoverable, punitive damages are properly considered in determining whether the jurisdictional amount has been satisfied. Bell vs. Preferred Life Assurance Soc'y, 320 U.S. 238, 240, 88 L. Ed. 15, 64 S. Ct. 5 (1943). If plaintiff is able to sustain a finding of bad faith, although the same is disputed by moving Defendant, it is not unreasonable to expect that a punitive damage award five or six times the amount in controversy, or beyond, could be rendered by the trier of fact.

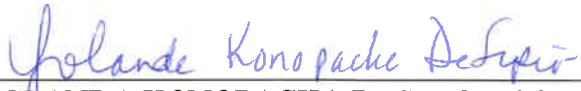
14. "If appropriately made . . . claims for punitive damages will generally satisfy the amount in controversy requirement because it cannot be stated to a legal certainty that the value of the plaintiff's claim is below the statutory minimum." Huber v. Taylor, 2008 WL 2697774, 3 (3rd Cir. 2008)(citing to Golden ex rel. Golden v. Golden, 382 F.3d 348 (3rd Cir. 2004)).

15. Moreover, attorney's fees must also be included in determining the amount in controversy. Neff vs. General Motors Corp., 163 F.R.D. 478, 482 (E.D. Pa. 1995). It would not be unreasonable to expect that over the course of an approximate nine month litigation of this nature, counsel could incur costs and fees in an amount approaching \$25,000.

16. Given plaintiff's claims for breach of contract and bad faith, coupled with plaintiff's demand for punitive damages and attorney's fees, the amount in controversy in this case is in excess of the \$75,000 jurisdictional threshold for removal to Federal Court, in accordance with 28 § 1332(a).

17. Defendant reiterates its demand for a jury trial of twelve.

WHEREFORE, Defendant, State Farm Fire and Casualty Company, hereby removes this suit to this Honorable Court pursuant to the laws of the United States in such cases made and provided.

BY: 
YOLANDA KONOPACKA DESIPIO, ESQUIRE
ROBERT T. GROLNICK, ESQUIRE
Attorneys for Defendant
Attorney ID Nos: 62170/82173
BENNETT, BRICKLIN & SALTZBURG LLC
960 Harvest Drive
Building B, Suite 100
Blue Bell, PA 19422
(267) 654-1100

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

1009 CLINTON PROPERTIES, LLC	:	
	:	CIVIL ACTION NO.
vs.	:	
	:	
STATE FARM FIRE AND CASUALTY	:	
COMPANY	:	JURY TRIAL OF 12 DEMANDED

NOTICE OF REMOVAL

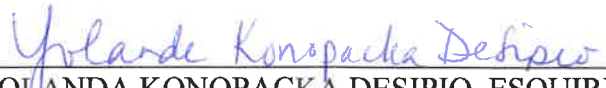
TO: Mario Barnabei, Esquire
Wheeler, DiUlio & Barnabei, P.C.
One Penn Center – Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103

PLEASE TAKE NOTICE that defendant, State Farm Fire and Casualty Company, has filed in this Court a verified Notice for Removal of the State Court action, 1009 Clinton Properties, LLC v. State Farm Fire and Casualty Company, now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, at docket number November Term, 2018, No. 01168.

PLEASE TAKE FURTHER NOTICE that a certified copy of the Notice of Removal will be filed with the Prothonotary of the Court of Common Pleas of Philadelphia County, Pennsylvania.

PLEASE BE ADVISED that by virtue of 28 U.S.C. §1446(f), the State action is now removed to this Court. The State Court has no further jurisdiction over this action and you should proceed no further in that Court or under its authority.

BY:


YOLANDA KONOPACKA DESIPIO, ESQUIRE
ROBERT T. GROLNICK, ESQUIRE
Attorneys for Defendant
Attorney ID Nos: 62170/82173
BENNETT, BRICKLIN & SALTZBURG LLC
960 Harvest Drive
Building B, Suite 100
Blue Bell, PA 19422
(267) 654-1100

Date: 12/07/18

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

1009 CLINTON PROPERTIES, LLC	:	
	:	CIVIL ACTION NO.
vs.	:	
	:	
STATE FARM FIRE AND CASUALTY	:	
COMPANY	:	JURY TRIAL OF 12 DEMANDED

**DEFENDANT'S CERTIFICATION OF FILING OF
COPY OF NOTICE OF REMOVAL WITH STATE COURT**

I, being duly sworn according to law, state that I am an attorney with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, State Farm Fire and Casualty Company; and that

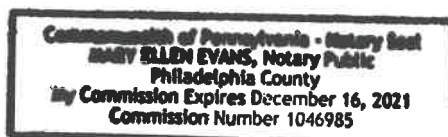
I did direct the filing with the Prothonotary of the Court of Common Pleas of Philadelphia County a copy of the Notice of Removal, attached hereto, said filing to be made on or about December 7, 2018.

BY:

Yolanda Konopacka Desipio
YOLANDA KONOPACKA DESIPIO, ESQUIRE
ROBERT T. GROLNICK, ESQUIRE
Attorneys for Defendant
Attorney ID Nos: 62170/82173
BENNETT, BRICKLIN & SALTZBURG LLC
960 Harvest Drive
Building B, Suite 100
Blue Bell, PA 19422
(267) 654-1100

Sworn to and subscribed
before me this 7th day
of December, 2018.

Mary Ellen Evans
NOTARY PUBLIC



**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**


1009 CLINTON PROPERTIES, LLC	:	
	:	CIVIL ACTION NO.
vs.	:	
	:	
STATE FARM FIRE AND CASUALTY	:	
COMPANY	:	Jury Trial of 12 Demanded

CERTIFICATE OF SERVICE

I, being duly sworn according to law, state that I am an attorney with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, State Farm Fire and Casualty Company, and that a true and correct copy of this Removal Petition was filed electronically and is available for viewing and downloading from the Electronic Case filing system, and that a copy has been served via United States Mail, postage pre-paid, which constitutes service upon the following counsel of record:

Mario Barnabei, Esquire
Wheeler, DiUlio & Barnabei, P.C.
One Penn Center – Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103


BY:


YOLANDA KONOPACKA DESIOPIO, ESQUIRE
ROBERT T. GROLNICK, ESQUIRE
Attorneys for Defendant
Attorney ID Nos: 62170/82173
BENNETT, BRICKLIN & SALTZBURG LLC
960 Harvest Drive
Building B, Suite 100
Blue Bell, PA 19422
(267) 654-1100

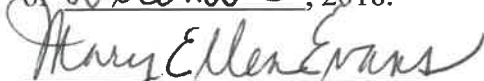
Date: 12/07/18

AFFIDAVIT

I, being duly sworn according to law, do hereby depose and state that I am an attorney for Defendant, State Farm Fire and Casualty Company, the Petitioner in the foregoing Notice of Removal, that I have been duly authorized by the Petitioner to execute this Affidavit, that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.


YOLANDA KONOPACKA DESIPIO, ESQUIRE
ROBERT T. GROLNICK, ESQUIRE

Sworn to and subscribed
before me this 7th day
of December, 2018.


NOTARY PUBLIC

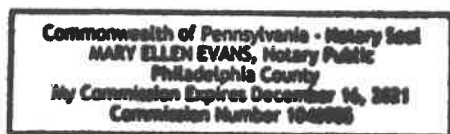


EXHIBIT “1”

WHEELER, DiULIO & BARNABEI, P.C.

BY: Mario Barnabei, Esquire
Attorney I.D. No.: 317791
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: mbarnabei@wdblegal.com

THIS IS NOT AN ARBITRATION CASE.
JURY TRIAL WAIVED. Filed and Assessed by the
Office of Judicial Records
Attorney (215) 568-2900
NOV 20 2018 4:11 PM
JUDICIAL DISTRICT OF PHILADELPHIA

1009 Clinton Properties, LLC
100 Aaron Way,
North Wales, PA, 19454-5304

vs.

State Farm Fire and Casualty Company
One State Farm Plaza
Bloomington, IL 61701

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2018

DOCKET NO.

CIVIL ACTION COMPLAINT (1C - Contract)

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the Claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral Service
1101 Market St., 11th Floor
Philadelphia, PA 19107-2911
Telephone: 215-238-6333
Fax: 215-238-1159

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascender una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELFIA
Servicio De Referencia E Informacion Legal
1101 Market Street, 11th Floor
Filadelfia, Pennsylvania 19107
(215) 238-6333

THIS IS NOT AN ARBITRATION CASE.
JURY TRIAL WAIVED.

WHEELER, DiULIO & BARNABEI, P.C.

BY: Mario Barnabei, Esquire
Attorney I.D. No.: 317791
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: mbarnabei@wdblegal.com

Attorney for Plaintiff(s)

1009 Clinton Properties, LLC
100 Aaron Way,
North Wales, PA, 19454-5304

vs.

State Farm Fire and Casualty Company
One State Farm Plaza
Bloomington, IL 61701

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2018

DOCKET NO.

CIVIL ACTION COMPLAINT (1C - Contract)

1. Plaintiff, 1009 Clinton Properties, LLC is a corporate entity duly organized and existing under the laws of the Commonwealth of Pennsylvania which maintains its principal place of business at the address set forth above.
2. Defendant, State Farm Fire and Casualty Company, is a corporation duly organized and existing which is authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania and maintains a place of business for that purpose at the address set forth above and regularly issues policies of insurance within the City and County of Philadelphia.
3. Defendant, in its regular course of business issued to Plaintiff a policy of insurance ("the Policy") covering Plaintiff's property located at 1426 S. Vodges St., Philadelphia

PA 19143-5304 ("the Property"). A true and correct copy of the declarations page of said policy is attached hereto and incorporated herein as Exhibit "A."

4. On or about January 18, 2018, while the Policy was in full force and effect, Plaintiff suffered direct physical loss and damage to the insured Property believed to be the result of a peril insured against under the Policy, resulting in damage to the insured premises and those areas and to the extent set forth in the preliminary estimate of loss, a true and correct copy of which is attached hereto, made part hereof and marked Exhibit "B."

5. Notice of this covered loss was given to Defendant in a prompt and timely manner and Plaintiff, at all relevant times, fully complied with all of the terms and conditions required by the Policy.

6. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to pay to Plaintiff monies owed for the damages suffered as a result of the Loss.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the Policy, Plaintiff has suffered loss and damage in an amount in excess of \$50,000.00.

COUNT I
In Assumpsit - Breach of Contract

8. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

9. Defendant is obligated by the terms of the contract to indemnify Plaintiff's loss.

10. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiff's Loss, Defendant has not paid to Plaintiff all of the policy benefits to which they are entitled under the Policy.

11. Defendant's denial of coverage was made without a reasonable basis in fact.

12. Defendant's refusal to indemnify Plaintiff's loss constitutes a breach of the insurance contract.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$50,000.00, together with interest and court costs.

COUNT II
In Trespass - 42 Pa.C.S.A. §8371

13. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

14. Defendant has engaged in bad faith conduct toward Plaintiff with respect to its adjustment of Plaintiff's covered Loss, in violation of 42 Pa.C.S.A. §8371 et seq.

15. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff's covered Loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees has engaged in the following conduct:

a. by sending correspondence falsely representing that Plaintiff's loss caused by a peril insured against under the Policy was not entitled to benefits due and owing under the Policy;

b. in failing to complete a prompt and thorough investigation of Plaintiff's claim before representing that such claim is not covered under the Policy;

c. in failing to pay Plaintiff's covered loss in a prompt and timely manner;

d. in failing to objectively and fairly evaluate Plaintiff's claim;

e. in conducting an unfair and unreasonable investigation of Plaintiff's claim;

f. in asserting Policy defenses without a reasonable basis in fact;

g. in flatly misrepresenting pertinent facts or policy provisions relating to coverages at issue and placing unduly restrictive interpretations on the Policy and/or claim forms;

h. in failing to keep Plaintiff or their representatives fairly and adequately advised as to the status of the claim;

i. in unreasonably valuing the loss and failing to fairly negotiate the amount of the loss with Plaintiff or their representatives;

j. in failing to promptly provide a reasonable factual explanation of the basis for the denial of Plaintiff's claim;

k. in unreasonably withholding policy benefits;

l. in acting unreasonably and unfairly in response to Plaintiff's claim;

m. in unnecessarily and unreasonably compelling Plaintiff to institute this lawsuit to obtain policy benefits for a covered loss, that Defendant should have paid promptly and without the necessity of litigation.

16. For the reasons set forth above, Defendant has acted in bad faith in violation of 42 Pa.C.S.A. §8371, for which Defendant is liable for statutory damages including interest from the date the claim was made in an amount equal to the prime rate of interest plus three percent, court costs, attorneys' fees, punitive damages, and such other compensatory and/or consequential damages as are permitted by law.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs, counsel fees and damages for delay.

WHEELER, DiULIO & BARNABEI, P.C.

BY: /s/ Mario Barnabei
Mario Barnabei, ESQUIRE
Attorney for Plaintiff(s)

Civil Action Complaint

VERIFICATION

The undersigned hereby states that he is the plaintiff in this action and that the statements of fact made in the foregoing document are true and correct to the best of his information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to unsworn falsification to authorities.

DATE: 10/22/18



CLINTON PROPERTIES, LLC

Named Insured

AT2 Q

000711 0046

H-13-024B-FBD0

R F

1009 CLINTON PROPERTIES, LLC
100 AARON WAY
NORTH WALES PA 19454-4270

DECLARATIONS PAGE

Policy Number

98-EC-W747-1

Policy Period

12 Months

Effective Date

DEC 5 2017

Expiration Date

DEC 5 2018

The policy period begins and ends at 12:01 am standard time at the residence premises.

RENTAL DWELLING POLICY- SPECIAL FORM 3

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Premises

1426 S VODGES ST
PHILADELPHIA PA 19143-5304

Named Insured: Limited Liability Company

Coverages & Property

Section I

- A Dwelling
Dwelling Extension
B Personal Property
C Loss of Rents

Limits of Liability

\$ 79,500
\$ 7,950
\$ 3,975
Actual Loss

Inflation Coverage Index: 259.1

Deductibles - Section I

Basic 5% \$ 3,975

Section II

- L Business Liability
(Each Occurrence)
Annual Aggregate
M Medical Payments
(Each Person)

\$ 1,000,000
\$ 2,000,000
\$ 1,000

In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

Forms, Options, & Endorsements

Special Form 3
Rental Dwelling Endorsement
Actual Cash Value Endorsement
Fungus Exclusion Endorsement
Lead Poisoning Exclusion
Modified Replacement Cost
Amendatory Endorsement
Debris Removal Endorsement
Mandatory Reporting Endorsement

FP-8103.3
FE-5610
FE-3659
FE-5722
FE-7783
FE-7466.2
FE-8238.3
FE-7540
FE-5801

Policy Premium
Discount Applied:
Home Alert

\$ 584.00

Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements and the policy form. Please keep these together.

P-8001.3C

2888 151 I

1S

830

Prepared JAN 19 2018

GARY WINKLER
215-725-6900

(CONTINUED)

Property Loss Advisors

1101 Kathy Drive
Yardley, PA 19067

Insured: Clinton Properties
Property: 1426 Vodges St
Philadelphia, PA 19143-5304

Claim Rep.: John Brandes

Business: (888) 707-3262

Estimator: John Brandes

Business: (888) 707-3262

Claim Number:

Policy Number: 98-EC-W747-1

Type of Loss: Freeze

Date of Loss: 1/18/2018

Date Received:

Date Inspected:

Date Entered: 2/14/2018 7:55 AM

Price List: PAPH7X_FEB18
Restoration/Service/Remodel

Estimate: 2018-02-14-0755

Estimate information provided herein may be based on preliminary review and subject to correction, revisions, additions and deletions. Though this materials proof read, it may contain Typographical and/or other errors beyond our control. Rights reserved to change portions of the attached or supplemental information therein. Portions of the information contained herein may be compiled by the use of computer or other electronically generated means, Any errors or omissions either by virtue of misprint or by incorrect entries by a date processor should be considered a typographical error. We attempt to proof read all entries but the information contained herein has not been subject to scrupulous auditing and review.

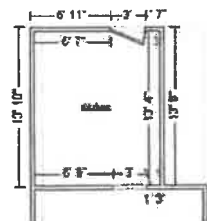
Property Loss Advisors1101 Kathy Drive
Yardley, PA 19067

2018-02-14-0755

Basement**Basement****Height: 8'**

864.00 SF Walls	560.00 SF Ceiling
1,424.00 SF Walls & Ceiling	560.00 SF Floor
62.22 SY Flooring	108.00 LF Floor Perimeter
108.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Boiler - natural gas - 130,000 BTU	1.00 EA	116.53	3,983.48	4,100.01
R&R Breaker panel - 200 amp w/arc fault breakers	1.00 EA	152.44	2,099.29	2,251.73
Megohmmeter check electrical circuits - single circuit	1.00 EA	0.00	103.12	103.12
R&R Water heater - 50 gallon - Gas - 12 yr	1.00 EA	48.61	1,290.68	1,339.29
Seal floor or ceiling joist system	560.00 SF	0.00	0.98	548.80
Seal masonry - elastomeric sealer	864.00 SF	0.00	0.72	622.08
Water seal the walls				
Clean concrete the floor	560.00 SF	0.00	0.22	123.20
Finish Carpenter - per hour	8.00 HR	0.00	63.75	510.00
Labor to rebuild shelves and stair repair				
Totals: Basement				9,598.23
Total: Basement				9,598.23

First Floor**Kitchen****Height: 8' 4"**

382.61 SF Walls	144.34 SF Ceiling
526.95 SF Walls & Ceiling	144.34 SF Floor
16.04 SY Flooring	45.31 LF Floor Perimeter
48.31 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into DINING_ROOM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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Property Loss Advisors

1101 Kathy Drive
Yardley, PA 19067

CONTINUED - Kitchen

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R 1/2" blueboard - hung only (no tape or finish)	144.34 SF	0.35	1.20	223.73
R&R Suspended ceiling system - 2' x 4'	144.34 SF	0.32	3.04	484.98
R&R Fluorescent - two tube - 4' - fixture w/lens	1.00 EA	11.71	105.05	116.76
R&R Two coat plaster (no lath)	191.31 SF	0.76	5.37	1,172.73
R&R Plastic laminate wall finish w/trim	382.61 SF	0.75	6.27	2,685.92
R&R Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA	9.01	174.80	183.81
Door lockset - Detach & reset	2.00 EA	0.00	20.13	40.26
R&R Door opening (jamb & casing) - 32"to36"wide - paint grade	2.00 EA	5.28	95.48	201.52
Window trim set (casing & stop)	14.00 LF	0.00	3.35	46.90
R&R Baseboard - 5 1/4" w/shoe	45.31 LF	0.47	5.25	259.18
R&R Cabinetry - upper (wall) units	32.00 LF	6.31	116.50	3,929.92
R&R Cabinetry - full height unit	2.00 LF	7.57	262.35	539.84
R&R Cabinetry - lower (base) units	LF	6.31	150.72	0.00
R&R Countertop - flat laid plastic laminate	LF	3.63	41.35	0.00
R&R Tile floor covering	144.34 SF	2.11	10.12	1,765.28
Floor leveling cement - Average	144.34 SF	0.00	2.43	350.75
R&R 1/2" Cement board	SF	0.70	4.24	0.00
R&R Underlayment - 1/2" BC plywood	144.34 SF	1.32	1.95	471.99
Sink - single - Detach & reset	1.00 EA	0.00	133.96	133.96
R&R Sink faucet - Kitchen	1.00 EA	15.77	208.33	224.10
R&R Ball valve - brass - 3/4"	2.00 EA	5.26	41.38	93.28
R&R Garbage disposer	1.00 EA	21.02	229.70	250.72
R&R Range - slide in - gas	1.00 EA	16.92	1,381.77	1,398.69
R&R Dryer - Gas	1.00 EA	16.92	954.74	971.66
R&R Built-in refrigerator - 36"	1.00 EA	91.37	2,492.84	2,584.21
R&R Washer/Washing Machine - Top-loading	1.00 EA	22.51	711.05	733.56
Seal the walls and ceiling w/latex based stain blocker - one coat	526.95 SF	0.00	0.49	258.21
Paint baseboard w/cap &/or shoe, oversized - 2 coats	45.31 LF	0.00	1.47	66.61
Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	24.32	48.64
R&R Radiant heat manifold - 4 loop	1.00 EA	30.03	530.81	560.84

2018-02-14-0755

10/17/2018

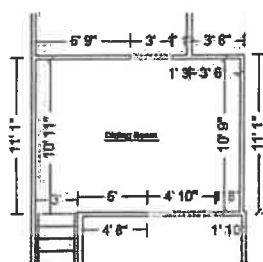
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Property Loss Advisors

1101 Kathy Drive
Yardley, PA 19067

CONTINUED - Kitchen

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Prime & paint radiator unit	1.00 EA	0.00	50.36	50.36
Megohmmeter check electrical circuits - single circuit	3.00 EA	0.00	103.12	309.36
General Demolition - per hour	2.00 HR	42.03	0.00	84.06
To remove debris and contents				
Totals: Kitchen				20,241.83

**Dining Room****Height: 8' 4"**

345.00 SF Walls	156.38 SF Ceiling
501.37 SF Walls & Ceiling	156.38 SF Floor
17.38 SY Flooring	39.83 LF Floor Perimeter
47.67 LF Ceil. Perimeter	

Missing Wall**3' X 8' 4"****Opens into STAIRS****Missing Wall - Goes to Floor****4' 10" X 6' 8"****Opens into LIVING_ROOM****Missing Wall - Goes to Floor****3' X 6' 8"****Opens into LAUNDRY_ROOM**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Two coat plaster (no lath)	280.00 SF	0.76	5.37	1,716.40
Seal the walls and ceiling w/latex based stain blocker - one coat	501.38 SF	0.00	0.49	245.68
Paint the walls and ceiling - two coats	501.38 SF	0.00	0.77	386.06
R&R Door opening (jamb & casing) - 32"to36"wide - paint grade	2.00 EA	5.28	95.48	201.52
R&R Casing - oversized - 3 1/4"	36.00 LF	0.43	2.45	103.68
Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	24.32	97.28
Window trim set (casing & stop)	14.00 LF	0.00	3.35	46.90
R&R Baseboard - 5 1/4" w/shoe	39.83 LF	0.47	5.25	227.83
Paint baseboard w/cap &/or shoe, oversized - 2 coats	39.83 LF	0.00	1.47	58.55
Interior door - Detach & reset	1.00 EA	0.00	62.65	62.65
R&R Radiant heat manifold - 2 loop	1.00 EA	24.11	402.75	426.86
Prime & paint radiator unit	1.00 EA	0.00	50.36	50.36
R&R Underlayment - 1/2" BC plywood	156.38 SF	1.32	1.95	511.36
R&R 1/2" Cement board	156.38 SF	0.70	4.24	772.52

2018-02-14-0755

10/17/2018

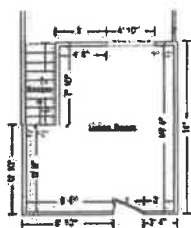
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Property Loss Advisors

1101 Kathy Drive
Yardley, PA 19067

CONTINUED - Dining Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Tile floor covering	156.38 SF	2.11	10.12	1,912.53
Floor leveling cement - Average	156.38 SF	0.00	2.43	380.00
R&R 110 volt copper wiring run, box and outlet	4.00 EA	4.50	64.91	277.64
Megohmmeter check electrical circuits - single circuit	1.00 EA	0.00	103.12	103.12
General Demolition - per hour	2.00 HR	42.03	0.00	84.06
To remove debris and contents				
Totals: Dining Room				7,665.00

**Living Room****Height: 8' 4"**

455.28 SF Walls	212.03 SF Ceiling
667.31 SF Walls & Ceiling	212.03 SF Floor
23.56 SY Flooring	53.67 LF Floor Perimeter
58.50 LF Ceil. Perimeter	

Missing Wall**2' 10" X 8' 4"****Opens into STAIRS****Missing Wall - Goes to Floor****4' 10" X 6' 8"****Opens into DINING_ROOM**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Two coat plaster (no lath)	126.00 SF	0.76	5.37	772.38
Seal the walls and ceiling w/latex based stain blocker - onc coat	667.31 SF	0.00	0.49	326.98
Paint the walls - two coats	455.28 SF	0.00	0.77	350.57
R&R Suspended ceiling system - 2' x 4'	212.03 SF	0.32	3.04	712.42
R&R Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA	5.28	95.48	100.76
R&R Casing - oversized - 3 1/4"	42.00 LF	0.43	2.45	120.96
Paint casing - oversized - two coats	42.00 LF	0.00	1.19	49.98
R&R Baseboard - 5 1/4" w/shoe	53.67 LF	0.47	5.25	306.99
Paint baseboard w/cap &/or shoe, oversized - 2 coats	53.67 LF	0.00	1.47	78.89
R&R Radiant heat manifold - 8 loop	1.00 EA	41.86	804.36	846.22
Prime & paint radiator unit	1.00 EA	0.00	50.36	50.36
R&R Radiator cover - 23" to 32" tall	5.00 LF	2.11	69.66	358.85
R&R Underlayment - 1/2" BC plywood	212.03 SF	1.32	1.95	693.34

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10/17/2018

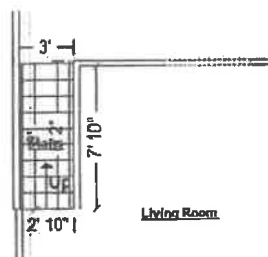
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Property Loss Advisors

1101 Kathy Drive
Yardley, PA 19067

CONTINUED - Living Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Oak flooring - #1 common - no finish	212.03 SF	1.97	7.25	1,954.92
Sand, stain, and finish wood floor	212.03 SF	0.00	3.97	841.76
Add for dustless floor sanding	212.03 SF	0.00	1.00	212.03
R&R 110 volt copper wiring run, box and outlet	4.00 EA	4.50	64.91	277.64
Megohmmeter check electrical circuits - single circuit	1.00 EA	0.00	103.12	103.12
Totals: Living Room				8,158.17

**Stairs****Height: 17'**

201.48 SF Walls	24.00 SF Ceiling
225.48 SF Walls & Ceiling	52.13 SF Floor
5.79 SY Flooring	23.01 LF Floor Perimeter
16.17 LF Ceil. Perimeter	

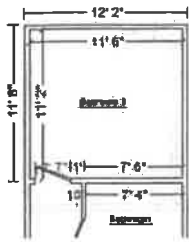
Missing Wall	2' 10" X 17'	Opens into LIVING_ROOM
Missing Wall	2" X 17'	Opens into Exterior
Missing Wall	3' X 17'	Opens into DINING_ROOM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Seal the walls w/latex based stain blocker - one coat	201.48 SF	0.00	0.49	98.73
Paint the walls - two coats	201.48 SF	0.00	0.77	155.14
Sand, stain, and finish steps and/or risers	15.00 LF	0.00	14.61	219.15
Paint balustrade - two coats	31.00 LF	0.00	22.02	682.62
Totals: Stairs				1,155.64
Total: First Floor				37,220.64

Second Floor

Property Loss Advisors

1101 Kathy Drive
Yardley, PA 19067

**Bedroom 3****Height: 8'**

362.51 SF Walls	128.30 SF Ceiling
490.81 SF Walls & Ceiling	128.30 SF Floor
14.26 SY Flooring	45.31 LF Floor Perimeter
45.31 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Underlayment - 1/4" lauan/mahogany plywood	128.30 SF	1.32	1.62	377.21
Remove Vinyl tile	128.30 SF	0.95	0.00	121.89
Remove Carpet	128.30 SF	0.23	0.00	29.51
Carpet	147.55 SF	0.00	3.01	444.13
15 % waste added for Carpet.				
R&R Carpet pad	128.30 SF	0.10	0.56	84.68
R&R Two coat plaster over 1/2" gypsum core blueboard	181.25 SF	0.92	7.03	1,440.94
R&R Baseboard - 5 1/4"	45.31 LF	0.43	3.66	185.31
R&R Interior door unit - High grade	1.00 EA	15.77	167.49	183.26
R&R Casing - oversized - 3 1/4" MDF w/detail	36.00 LF	0.43	2.21	95.04
R&R Plinth block - 3/4" x 3 1/2" x 6 1/2" - Hardwood	2.00 EA	1.80	10.13	23.86
R&R 110 volt copper wiring run, box and outlet	2.00 EA	4.50	64.91	138.82
R&R Radiant heat manifold - 2 loop	1.00 EA	24.11	402.75	426.86
R&R Window trim set (casing & stop) - hardwood	16.00 LF	0.43	4.51	79.04
Seal the walls w/latex based stain blocker - one coat	362.51 SF	0.00	0.49	177.63
Paint the walls - two coats	362.51 SF	0.00	0.77	279.13
Paint door or window opening - 2 coats (per side)	3.00 EA	0.00	24.32	72.96
Seal & paint baseboard, oversized - three coats	45.31 LF	0.00	1.80	81.56
Prime & paint radiator unit	1.00 EA	0.00	50.36	50.36
Totals: Bedroom 3				4,292.19

Property Loss Advisors

1101 Kathy Drive
Yardley, PA 19067

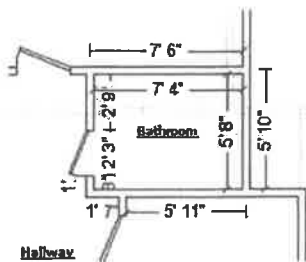
**Hallway****Height: 8'**

397.33 SF Walls	88.63 SF Ceiling
485.97 SF Walls & Ceiling	88.63 SF Floor
9.85 SY Flooring	49.67 LF Floor Perimeter
49.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Underlayment - 1/4" lauan/mahogany plywood	88.63 SF	1.32	1.62	260.57
Remove Carpet	88.63 SF	0.23	0.00	20.38
Carpet	101.93 SF	0.00	3.01	306.81
15 % waste added for Carpet.				
R&R Carpet pad	88.63 SF	0.10	0.56	58.49
R&R Two coat plaster over 1/2" gypsum core blueboard	198.67 SF	0.92	7.03	1,579.43
R&R Baseboard - 5 1/4"	49.67 LF	0.43	3.66	203.15
R&R Casing - oversized - 3 1/4" MDF w/detail	36.00 LF	0.43	2.21	95.04
R&R Plinth block - 3/4" x 3 1/2" x 6 1/2" - Hardwood	2.00 EA	1.80	10.13	23.86
R&R 110 volt copper wiring run, box and outlet	2.00 EA	4.50	64.91	138.82
Seal the walls w/latex based stain blocker - one coat	397.33 SF	0.00	0.49	194.69
Paint the walls - two coats	397.33 SF	0.00	0.77	305.94
Paint door or window opening - 2 coats (per side)	3.00 EA	0.00	24.32	72.96
Paint door slab only - 2 coats (per side)	3.00 EA	0.00	29.22	87.66
Door lockset - Detach & reset	1.00 EA	0.00	20.13	20.13
Seal & paint baseboard, oversized - three coats	49.67 LF	0.00	1.80	89.41
Mask the walls per square foot - plastic and tape - 4 mil	397.33 SF	0.00	0.20	79.47
Totals: Hallway				3,536.81

Property Loss Advisors

1101 Kathy Drive
Yardley, PA 19067

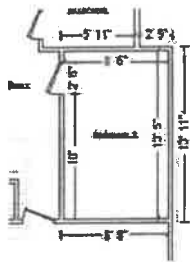
**Bathroom****Height: 8'**

208.00 SF Walls	41.56 SF Ceiling
249.56 SF Walls & Ceiling	41.56 SF Floor
4.62 SY Flooring	26.00 LF Floor Perimeter
26.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Underlayment - 1/2" BC plywood	41.56 SF	1.32	1.95	135.90
R&R Mortar bed for tile floors	41.56 SF	1.14	4.78	246.04
Floor leveling cement - Light	41.56 SF	0.00	2.05	85.20
R&R Tile floor covering	41.56 SF	2.11	10.12	508.28
R&R Vinyl cove - 4" wrap	26.00 LF	1.64	7.75	244.14
Toilet - Detach & reset	1.00 EA	0.00	218.39	218.39
R&R Tub/shower faucet	1.00 EA	21.02	287.55	308.57
R&R Bathtub	1.00 EA	63.05	795.34	858.39
Sink - single - Detach & reset	1.00 EA	0.00	133.96	133.96
R&R Vanity	3.00 LF	6.31	132.81	417.36
Medicine cabinet - Detach & reset	1.00 EA	0.00	39.18	39.18
R&R Ceramic/porcelain tile	104.00 SF	1.52	11.95	1,400.88
R&R 1/2" Cement board	104.00 SF	0.70	4.08	497.12
Radiator cover - Detach & reset	2.00 LF	0.00	6.69	13.38
Plaster - Labor Minimum	1.00 EA	0.00	356.04	356.04
To repair wall and ready for paint				
Seal part of the walls w/latex based stain blocker - one coat	104.00 SF	0.00	0.49	50.96
Paint part of the walls - two coats	104.00 SF	0.00	0.77	80.08
R&R Interior door unit	1.00 EA	15.77	153.28	169.05
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	29.22	29.22
Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	24.32	48.64
Mask the walls per square foot - plastic and tape - 4 mil	208.00 SF	0.00	0.20	41.60
Totals: Bathroom				5,882.38

Property Loss Advisors

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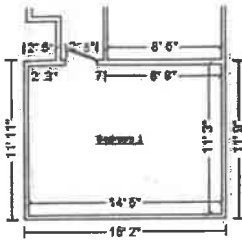
**Bedroom 2****Height: 8'**

350.67 SF Walls	114.04 SF Ceiling
464.71 SF Walls & Ceiling	114.04 SF Floor
12.67 SY Flooring	43.83 LF Floor Perimeter
43.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Underlayment - 1/4" lauan/mahogany plywood	114.04 SF	1.32	1.62	335.27
Remove Carpet	114.04 SF	0.23	0.00	26.23
Carpet	131.15 SF	0.00	3.01	394.76
15 % waste added for Carpet.				
R&R Carpet pad	114.04 SF	0.10	0.56	75.26
R&R Two coat plaster over 1/2" gypsum core blueboard	175.33 SF	0.92	7.03	1,393.87
R&R Baseboard - 5 1/4"	43.83 LF	0.43	3.66	179.27
R&R Casing - oversized - 3 1/4" MDF w/detail	36.00 LF	0.43	2.21	95.04
R&R Plinth block - 3/4" x 3 1/2" x 6 1/2" - Hardwood	4.00 EA	1.80	10.13	47.72
R&R Interior door unit	2.00 EA	15.77	153.28	338.10
R&R 110 volt copper wiring run, box and outlet	3.00 EA	4.50	64.91	208.23
Seal the walls w/latex based stain blocker - one coat	350.67 SF	0.00	0.49	171.83
Paint the walls - two coats	350.67 SF	0.00	0.77	270.02
Paint door or window opening - 2 coats (per side)	3.00 EA	0.00	24.32	72.96
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	29.22	58.44
Door lockset - Detach & reset	2.00 EA	0.00	20.13	40.26
Seal & paint baseboard, oversized - three coats	43.83 LF	0.00	1.80	78.89
Mask the walls per square foot - plastic and tape - 4 mil	350.67 SF	0.00	0.20	70.13
Totals: Bedroom 2				3,856.28

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**Bedroom 1****Height: 8'**

412.00 SF Walls	163.13 SF Ceiling
575.13 SF Walls & Ceiling	163.13 SF Floor
18.13 SY Flooring	51.50 LF Floor Perimeter
51.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
R&R Underlayment - 1/4" lauan/mahogany plywood	163.13 SF	1.32	1.62	479.60
Remove Carpet	163.13 SF	0.23	0.00	37.52
Carpet	187.59 SF	0.00	3.01	564.65
15 % waste added for Carpet.				
R&R Carpet pad	163.13 SF	0.10	0.56	107.66
R&R Two coat plaster over 1/2" gypsum core blueboard	206.00 SF	0.92	7.03	1,637.70
R&R Baseboard - 5 1/4"	51.50 LF	0.43	3.66	210.64
R&R Casing - oversized - 3 1/4" MDF w/detail	36.00 LF	0.43	2.21	95.04
R&R Plinth block - 3/4" x 3 1/2" x 6 1/2" - Hardwood	2.00 EA	1.80	10.13	23.86
R&R Interior door unit	2.00 EA	15.77	153.28	338.10
R&R Bypass (sliding) door set - Colonist	1.00 EA	12.62	148.59	161.21
R&R 110 volt copper wiring run, box and outlet	2.00 EA	4.50	64.91	138.82
Seal the walls w/latex based stain blocker - one coat	412.00 SF	0.00	0.49	201.88
Paint the walls - two coats	412.00 SF	0.00	0.77	317.24
Paint door or window opening - 2 coats (per side)	3.00 EA	0.00	24.32	72.96
Paint door slab only - 2 coats (per side)	6.00 EA	0.00	29.22	175.32
Door lockset - Detach & reset	2.00 EA	0.00	20.13	40.26
Seal & paint baseboard, oversized - three coats	51.50 LF	0.00	1.80	92.70
Mask the walls per square foot - plastic and tape - 4 mil	412.00 SF	0.00	0.20	82.40
Totals: Bedroom 1				4,777.56

Miscellaneous

Property Loss Advisors

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CONTINUED - Miscellaneous

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Single axle dump truck - per load - including dump fees	2.00 EA	320.78	0.00	641.56
General Demolition - per hour 2 men 1 day	16.00 HR	42.03	0.00	672.48
Residential Supervision / Project Management - per hour	32.00 HR	0.00	70.00	2,240.00
Final cleaning - construction - Residential	1,500.00 SF	0.00	0.19	285.00
Totals: Miscellaneous				3,839.04
Total: Second Floor				26,184.26
Line Item Totals: 2018-02-14-0755				73,003.13

Grand Total Areas:

3,978.88 SF Walls	1,632.40 SF Ceiling	5,611.28 SF Walls and Ceiling
1,660.52 SF Floor	184.50 SY Flooring	486.13 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	494.96 LF Ceil. Perimeter
1,660.52 Floor Area	1,773.11 Total Area	3,712.12 Interior Wall Area
3,073.97 Exterior Wall Area	337.63 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Property Loss Advisors

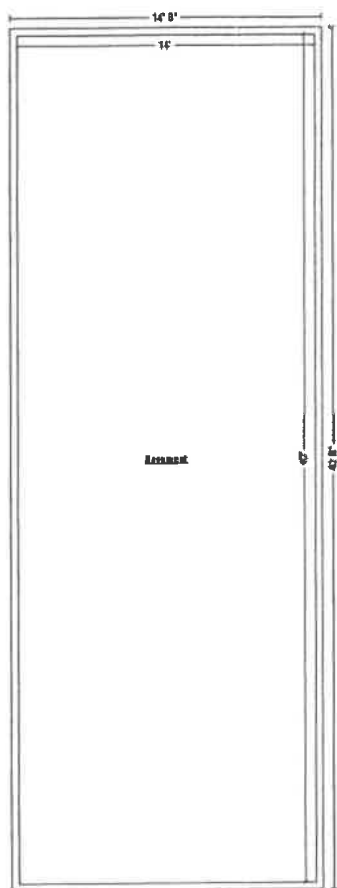
1101 Kathy Drive
Yardley, PA 19067

Summary for Dwelling

Line Item Total				73,003.13
Material Sales Tax	@	8.000% x	28,444.51	2,275.56
Cleaning Mtl Tax	@	8.000% x	5.60	0.45
				<hr/>
				75,279.14
Overhead	@	10.0% x	75,279.14	7,527.91
Profit	@	10.0% x	75,279.14	7,527.91
Cleaning Sales Tax	@	8.000% x	490.38	39.23
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Replacement Cost Value				\$90,374.19
Net Claim				\$90,374.19
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John Brandes

Basement



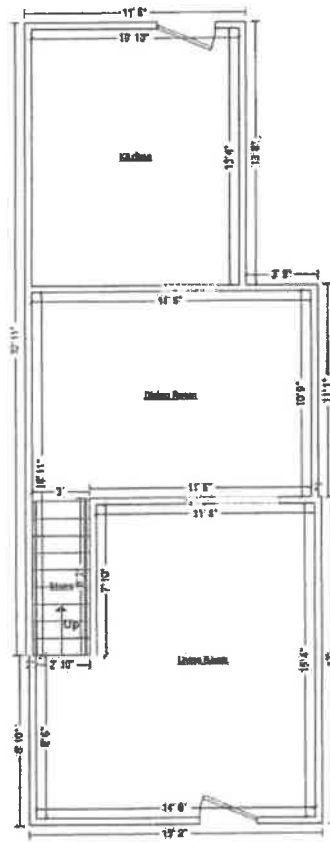
Basement

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First Floor



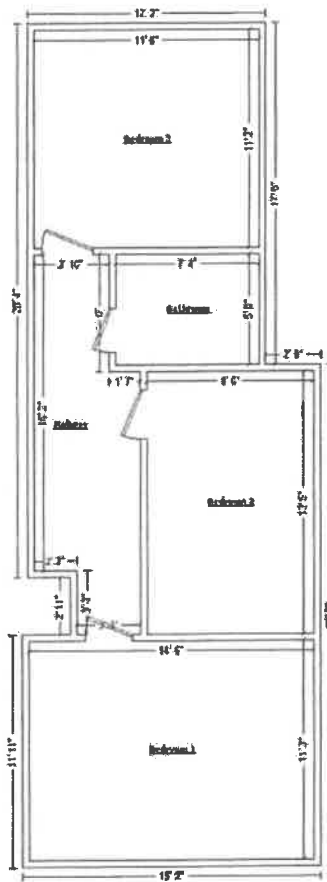
First Floor

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Second Floor



Second Floor

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